

The complaint

Mr M complains that Barclays Bank UK PLC (“Barclays”) website was misleading regarding who could qualify for a £175 switch bonus offer. Mr M is also unhappy when querying when he’d receive the bonus payment Barclays misadvised him.

What happened

Mr M held an existing account with Barclays opened on 6 January 2020.

In November 2023 Barclays were offering an account switching deal where it would pay £175 if certain qualifying criteria were met. Mr M wished to take advantage of this deal and opened a Barclays Premier account and requested an existing account he held outside of Barclays was transferred to Barclays with the switch being completed on 7 December 2023.

Mr M messaged Barclays on 24 January 2023 to enquire about the reward payment. Barclays confirmed with Mr M that he qualified for the switch bonus and that he would receive the payment on 26 January 2024.

Barclays failed to make the payment and Mr M complained. Barclays initial response was Mr M wasn’t eligible for the bonus payment as he already held a current account with it but as he was incorrectly advised to resolve the problem it offered to compensate him £50 for the inconvenience which Mr M declined, and asked Barclays raise a complaint so he can send in all the evidence.

Following further investigation of Mr M’s complaint Barclays upheld Mr M’s complaint for the incorrect information it had provided Mr M that he would receive the switch bonus on 26 January and in recognition of this it paid him £25 compensation. But Barclays didn’t uphold Mr M’s complaint regarding the switch bonus as Mr M wasn’t eligible for this as per the terms and conditions relating to the offer say it was for new current account customers only and a customer won’t be eligible for the bonus if they had an account open with it on 31 October 2023 – which Mr M did.

Mr M was dissatisfied with this and so brought his complaint to this service.

One of our investigators looked into Mr M's concerns but thought the terms and conditions of the account switch bonus published in November 2023 made it clear 'new current account customers only are eligible for this offer' and so as Mr M wasn't a new customer, they didn't think they could ask Barclays make this payment. They thought Mr M had been given incorrect information which caused some inconvenience but thought the £25 payment for this was fair.

Mr M disagreed, he says incorrect and misleading terms were advertised on Barclays website and other platforms saying the switch incentive was advertised to be available to new customers as well as existing customers who successfully joined premier banking via the app and as such should be eligible for the switch incentive.

He disagrees with the £25 compensation paid for the misinformation provided - especially considering the £50 he was originally offered – and says he'd accept £85 to resolve his complaint. Barclays wouldn't agree to up the compensation and so the complaint has been progressed for an ombudsman's decision.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having considered everything provided, I've decided not to uphold Mr M's complaint.

My role is to look at the problems Mr M has experienced and see if Barclays has done anything wrong or treated him unfairly. If it has, I would seek – if possible - to put Mr M in the position he would've been in if this hadn't happened - in this case direct Barclays to pay him the £175 incentive for switching his account.

Mr M's says Barclays mislead its customers on its website and other platforms regarding the eligibility criteria for its switch bonus offer. He says the switch incentive was advertised to new customers as well as existing customers who successfully joined premier banking. As evidence of this Mr M has provided us with a link to a third-party money advice platform – where the switch incentive was advertised.

I've looked at this carefully and it says to qualify you must:

- Open an account via the Barclays app (open a new account or join Premier Banking).

Although I agree *here* it doesn't make it clear the scheme is not available to existing Barclays account holders on the last bullet point it says:

- You must not have any other Barclays accounts, or have ever held one.

Furthermore, I note this isn't Barclays advertisement but rather what a third party has taken and put on its website which I can't hold Barclays responsible for. Mr M has also provided us with a cut and paste of what he says were the terms and conditions copied from Barclays website in November 2023, but I can't tell from this where this was copied from or when or that these were the terms and conditions that applied at the time.

I've checked the terms and conditions that applied to this scheme running in November 2023 and they are clear in bold at the start where it says:

"New Current Account customers only are eligible for this offer".

So based on the evidence I've seen I don't think Barclays was misleading in the eligibility criteria of this incentive scheme or wrong to deny paying Mr M the incentive bonus as he was already a Barclays account holder.

And furthermore, I think a reasonable person would likely understand that the purpose of such schemes is to attract new customers and their business and not to have customers switch bank accounts back and forth to capitalise on the incentive payments.

But that isn't to say Barclays has done everything right. It did provide incorrect information to Mr M when it said he was eligible for the payment without checking properly this was the case. But as Mr M had already applied for the switch prior to this and the switch was completed before this information was given, I don't think Mr M was caused significant inconvenience by this and so I think the £25 compensation Barclays has already paid Mr M is fair in the circumstances.

I appreciate Mr M was initially offered £50 but as Mr M didn't want to accept this as a resolution - but instead chose to raise a complaint - I don't think Barclays treated Mr M unfairly when following its investigation of this it decided in its final response that £25 compensation was a fair way to settle things.

So overall and having considered everything I don't think Barclays has done anything wrong in not paying Mr M the incentive bonus for switching his account as he wasn't eligible for it and I think the £25 compensation already paid is fair for the error in the information Mr M was provided and I'm not going to ask Barclays to do anything more.

My final decision

For the reasons I've explained, I do not uphold Mr M's complaint against Barclays Bank UK PLC.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 15 August 2024.

Caroline Davies
Ombudsman